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MIAMI  
HARRISBURG  
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RECORDATION NO. 9338B

Filed 1425

MAR 29 1985 10 20 AM

INTERSTATE COMMERCE COMMISSION 032

MICHAEL J. TARPLEY  
DIAL DIRECT (212) 309-6084

March 29, 1985

No.

Date MAR 29 1985

Fee \$ 10.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

As attorneys for Connell Leasing Company, we enclose one original and three photocopies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document, within the classification scheme promulgated as 49 C.F.R. § 1177.1, is Amendment No. 1 to a security agreement dated as of March 1, 1978, which was filed and recorded with the ICC on April 24, 1978, and assigned recordation number 9338; thus the Amendment is a secondary document.

The equipment covered by the document presented for filing herewith is the same equipment as covered by the primary document previously filed and recorded with you.

A fee of \$ 10 .00 is enclosed. Please return all copies not needed for recordation to the person presenting this letter and its enclosures for filing.

A short summary of the document to appear in the index follows:

Amendment No. 1, effective January 3, 1985, to Security Agreement with Recordation No. 9338 dated as of March 1, 1978, and covering up to one hundred ten (110) rotary dump gondola cars.

Very truly yours,

Michael J. Tarpley

MJT:sdw  
Enclosures

100 CH. 15 OF  
MAR 29 10 22 PM '85  
NOTED BY UNIT

*Michael J. Tarpley*  
*Robert L. Robinson*

RECORDATION NO. 9338-10 Filed 1425

OCT 9 1985 12 30 PM

INTERSTATE COMMERCE COMMISSION

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AMENDMENT NO. 2

Effective July 19, 1985

to

SECURITY AGREEMENT

Dated as of March 1, 1978

From

CONNELL LEASING COMPANY,  
A DIVISION OF CONNELL RICE & SUGAR CO., INC.

DEBTOR

to

LUTHERAN BROTHERHOOD

SECURED PARTY

---

(Consumers Power No. 78-1)  
(110 Rotary Dump Gondola Cars)  
(103 Cars remaining)

AMENDMENT NO. 2, effective July 19, 1985, to Security Agreement dated as of March 1, 1978 (the "Security Agreement") from CONNELL LEASING COMPANY, a division of Connell Rice & Sugar Co., Inc. (the "Debtor"), to LUTHERAN BROTHERHOOD (the "Secured Party").

WHEREAS, the Debtor entered into the Security Agreement in favor of the Secured Party (the terms defined in the Security Agreement being used herein with the same meanings), which Security Agreement was filed and recorded with the Interstate Commerce Commission on April 24, 1978 at 11:45 a.m., Recordation No. 9338 and which Security Agreement was amended by Amendment No. 1, effective January 3, 1985, which Amendment was filed and recorded with the Interstate Commerce Commission on March 29, 1985 at 10:30 a.m., Recordation No. 9338-B; and

WHEREAS, the Debtor, as lessor, and Consumers Power Company, as lessee (the "Lessee") propose to enter into Amendment No. 2, dated July 19, 1985, to the Lease Agreement relating to such Equipment dated as of March 1, 1978 ("Lease Amendment No. 2").

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Secured Party and the Debtor do hereby agree as follows:

1. The Secured Party hereby acknowledges, and consents in all respects to the execution and delivery of, Lease Amendment No. 2.

2. The Secured Party acknowledges and agrees that amounts due to the Lessor under Section 3 of Lease Amendment No. 2 are not assigned to the Secured Party and the Secured Party has no rights in or to said amounts.

The Security Agreement is hereby mutually confirmed and acknowledged to continue in full force and effect, as amended hereby.

IN WITNESS WHEREOF, the Debtor does hereby execute and deliver, and the Secured Party does hereby accept and confirm, this Amendment No. 2.

CONNELL LEASING COMPANY, A  
DIVISION OF CONNELL RICE &  
SUGAR CO., INC.

By

Its

*[Signature]*  
Executive Vice Pres.

[CORPORATE SEAL]

ATTEST:

*[Signature]*  
Secretary

[CORPORATE SEAL]

ATTEST:

*David J. Larson*  
Assistant Secretary

Accepted and Confirmed:

LUTHERAN BROTHERHOOD

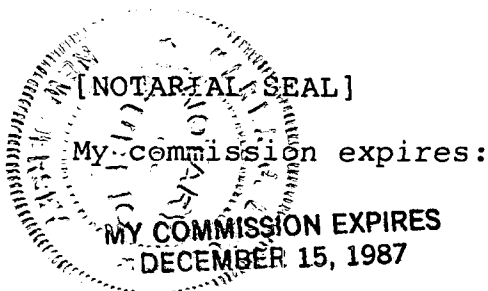
By *Charles E. Heeren*  
Its  
CHARLES E. HEEREN  
Assistant Vice President



STATE OF NEW JERSEY )  
 ) SS  
COUNTY OF UNION )

On this 24 day of August, 1985, before me personally appeared GROVER CONNELL, to me personally known, who being by me duly sworn, says that he is the PRESIDENT of CONNELL LEASING COMPANY, A DIVISION OF CONNELL RICE & SUGAR CO., INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hank Blood  
Notary Public



STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN )

On this 28 day of <sup>August</sup>~~July~~, 1985, before me personally  
appeared Charles E. Heeren, to me personally known, who being  
by me duly sworn, says that he is the Assistant Vice President of LUTHERAN  
BROTHERHOOD, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation, that said  
instrument was signed and sealed on behalf of said corporation by  
authority of its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and deed  
of said corporation.

Susan Jean Halliwill  
Notary Public

[NOTARIAL SEAL]

My commission expires:

